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S/N 09/438,676

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	BLACH ET AL.	Examiner:	G. DAWSON
Serial No.:	09/438,676	Group Art Unit:	3761
Filed:	NOVEMBER 12, 1999	Docket No.:	12460.1USC4
Title:	NASAL SUPPORT DEVICE FOR DOMESTIC MAMMALS AND METHOD		

CERTIFICATE UNDER 37 CFR 1.8:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231 on November 21, 2000.

By: James R. Chiapetta

TERMINAL DISCLAIMER TO OBVIATE
A DOUBLE PATENTING REJECTION

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Petitioner, WinEase LLC, a limited liability company organized and existing under the laws of the State of Minnesota and having its primary place of business at 856 Great Oaks Trail, Eagan, Minnesota 55123, and in the state of Minnesota represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 09/438,676, filed on November 12, 1999 and entitled NASAL SUPPORT DEVICE FOR DOMESTIC MAMMALS AND METHOD, by virtue of our assignment recorded at Reel 9093, Frame(s) 0417 in the parent application U.S. Serial No. 09/018,603, filed February 4, 1998 (now U.S. Patent No. 6,033,422).

Petitioner, WinEase LLC, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent Nos. 6,017,357 and

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5,913,873 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Nos. 6,017,357 and 5,913,873, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of United States Patent Nos. 6,017,357 and 5,913,873, in the event that any such issued patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (Applicants' attorney) is empowered to act on behalf of the organization.

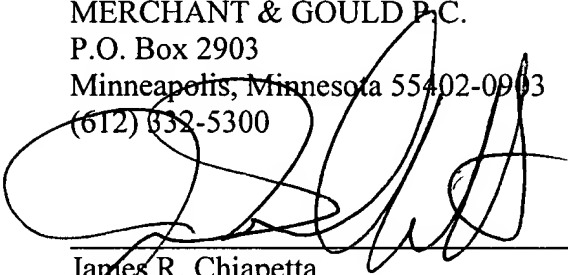
I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

MERCHANT & GOULD P.C.
P.O. Box 2903
Minneapolis, Minnesota 55402-0903
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Date: 11/21/00



James R. Chiapetta
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